



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
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BOARD OF SUPERVISORS

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March 16, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 MARCH 16, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVAL TO ACCEPT AND EXECUTE A SUBAWARD FROM THE CHARLES R. DREW
UNIVERSITY OF MEDICINE AND SCIENCE TO PARTICIPATE IN THE CALIFORNIA HIV/AIDS
RESEARCH PROGRAM
(First, Second, Third, and Fourth Districts) (3 VOTES)**

SUBJECT

Approval to accept and execute a Subaward Agreement with the Charles R. Drew University of Medicine and Science to support the Department of Public Health's participation in the California Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome Research Program's ¡Tú vales!: An Human Immunodeficiency Virus Testing Campaign for Latino Day Laborers Project and delegate authority to accept additional funding as determined by the grantor, The Regents of the University of California.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and execute Subaward Agreement Number 09-10-FG-G0033600-LACDPH (Exhibit I) from the Charles R. Drew University of Medicine and Science (CDU) for the period of January 1, 2010 through March 31, 2010, to support the DPH Human Immunodeficiency Virus (HIV) Epidemiology Program's participation in the ¡Tú vales!: An HIV Testing Campaign for Latino Day Laborers Project (¡Tú vales!) effective January 1, 2010 through March 31, 2010, in the amount of \$9,852.
2. Delegate authority to the Director of DPH, or his designee, to accept and execute future grant awards and/or amendments through the project term ending September 30, 2011 from CDU that are consistent with the requirements of Subaward Agreement Number 09-10-FG-G0033600-LACDPH

that provide for additional funding for ¡Tú vales! as determined by The Regents of the University of California (The Regents) and CDU; and/or provide for an increase or decrease in funding up to 30 percent of each year's base award amount, subject to review and approval by County Counsel, and the Chief Executive Office, and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the DPH HIV Epidemiology Program to accept funds from CDU, to be reimbursed for the services provided to assist CDU with conducting ¡Tú vales! throughout Los Angeles County, effective January 1, 2010 through March 31, 2010, and will allow DPH to accept forthcoming grant awards and any related amendments through the project term ending September 30, 2011. The objective of this study is to increase HIV testing and engagement of HIV prevention services of those reporting high risk activities among Latino male immigrant day laborers (Day Laborers) in Los Angeles County.

A recent study found that Day Laborers engaging in risk behaviors, such as having sex with men, did not access HIV testing services. However, increasing HIV testing among Day Laborers may not solely be a function of offering the HIV test to them. Unique ways of offering HIV testing may be required in order to increase HIV testing. Some Latino men involved in high risk behaviors have been found to be more likely to choose to get tested for HIV when the HIV test is "bundled" with other tests compared to when it is offered by itself.

The specific aims of this study are: 1) to determine if a "bundled" HIV testing protocol directed at Day Laborers results in more immigrants accessing HIV testing compared to an HIV-only testing protocol; and 2) to determine if a "bundled" HIV testing protocol results in more men engaging in HIV prevention services among those involved in high risk activities compared to when an HIV-only testing protocol is used. The "bundled" HIV testing protocol will include tests or screeners for Syphilis, Gonorrhea, Chlamydia, alcohol problems, drug dependence, depression, and HIV. Individuals in the HIV-bundled protocol will be tested for HIV and will be able to choose to be tested for all or some of the other conditions.

The ¡Tú vales! project will recruit participants from areas within Los Angeles County which have a higher concentration of male Latino AIDS cases. Therefore, participants will be recruited from Service Planning Areas (SPAs) 4, 6, 7, and 8 of Supervisorial Districts 1 through 4 of Los Angeles County, as these areas are home to 73.9% of all male Latino AIDS cases identified between 2004 and 2007. SPAs 1, 2, 3 (Supervisorial District 5), and SPA 5 (Supervisorial Districts 2 and 3) will not be utilized for ¡Tú vales! as the concentration of male Latino AIDS cases is less when compared to the other SPAs.

A total of 800 participants will be recruited from the above identified SPA's, with one-half being recruited for the HIV-testing only protocol and the other half for the HIV-bundled protocol. Once all day labor sites in these SPAs are identified, they will be visited at randomly selected times and 15% of individuals who are present upon arrival will be sampled. These participants will be administered a short screening questionnaire to assess HIV-related high risk behaviors.

This Subaward Agreement will enable DPH HIV Epidemiology Program staff to assist CDU in: 1) ensuring that scientific integrity is maintained in selecting participants by providing expertise in determining the sampling methodology and selecting participants; 2) conducting data analysis; and 3) interpreting the final study results so that more effective and appropriate HIV testing programs can

be developed for the county's Day Laborer population.

The DPH HIV Epidemiology Program routinely conducts epidemiological research among groups at high risk for HIV acquisition and transmission in Los Angeles County. These grant funds will help support the cost of one existing Chief Epidemiologist/Principal Investigator who's time will be partially spent assisting with the program. The Chief Epidemiologist/Principal Investigator will be a collaborating investigator, ensure that the project is in compliance with the study protocol, contribute to both qualitative and quantitative components of the project, participate in project team meetings, and participate in writing papers and presentations of the research findings at scientific and community conferences.

The results of this study will be presented to the Los Angeles County Prevention Planning Commission to guide the development of HIV testing programs for Day Laborers.

Implementation of Strategic Plan Goals

These recommended Board actions support Goal 4, Health and Mental Health, of the County Strategic Plan by increasing HIV testing and a greater engagement within HIV prevention services of those reporting high risk activities among Day Laborers in Los Angeles County.

FISCAL IMPACT/FINANCING

Under this proposed action, DPH will receive \$9,852 from CDU for the period of April 1, 2009 through March 31, 2010, to help offset the cost of one existing Chief Epidemiologist/Principal Investigator. Funding is included in DPH's Fiscal Year (FY) 2009-10 Final Adopted Budget, and will be included in future FYs, as necessary.

There is no net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The State of California Legislature has requested that The Regents establish and administer a program supporting research on AIDS and has appropriated funds for the administration of the California HIV/AIDS Research Program (CHRP). This project reflects one of the studies.

On May 21, 2009, The Regents executed Prime Award Agreement No. CR08-DREW-481 with CDU to conduct ¡Tú vales!.

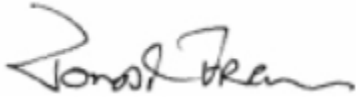
On December 18, 2009, DPH received a notice of subaward from CDU, and initiated action to accept the funds including this Board letter. DPH's participation in this project began January 1, 2010, and acceptance of these funds will reimburse DPH for participation costs through March 31, 2010.

County Counsel has approved Exhibit I as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to accept grant funds from CDU and will provide DPH with an opportunity to be reimbursed for participation in ¡Tú vales! to evaluate more effective and appropriate HIV testing programs which can be developed for the county's Day Laborer population.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jonathan E. Fielding". The signature is fluid and cursive, with a large initial "J" and "F".

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:srp

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Research Subaward Agreement

EXHIBIT I

Institution/Organization ("Prime Recipient")

Name: Charles Drew University of Medicine & Science

Prime Award No.: CR08-DREW-481

Awarding Agency:

California HIV/AIDS Research Program (CHRP)

Institution/Organization ("Subrecipient")

Name: Los Angeles County Department of Public Health

Subaward No.: 09-10-FG-G0033600-LACF CFDA #: None

Amount Funded This Action:

\$9,852.00

Est. Total (if incrementally funded)

Subaward Period of Performance:

Budget Period: From:

To:

April 1, 2009

March 31, 2010

Estimated Project Period (if incrementally funded):

From:

To:

Project Title:

Tu Vales! An HIV Testing Campaign for Latino Day Laborers

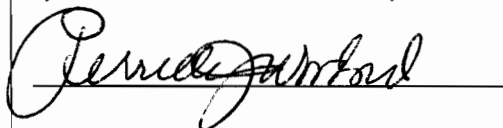
Reporting Requirements (Check here if applicable: ☒ See Attachment 4)

Terms & Conditions

- 1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): ☐ As specified in Subrecipient's proposal dated _____; or ☒ as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient Shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Principal Investigator Contact as shown in Attachments 3A & 3B.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's Principal Investigator Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements".
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.
- 8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Administrative Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.
- 9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>.

By an Authorized Official of Prime Recipient

By an Authorized Official of Subrecipient



 12/18/09
 Date

Date

<p style="text-align: center;">Attachment 1 Research Subaward Agreement Certifications and Assurances</p>
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By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

UNIVERSITY OF CALIFORNIA

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SANTA BARBARA • SANTA CRUZ

OFFICE OF THE PROVOST AND EXECUTIVE VICE PRESIDENT –
ACADEMIC AND HEALTH AFFAIRSRESEARCH ADMINISTRATION OFFICE
1111 Franklin Street, 5th Floor
Oakland, California 94607-5200
Web Site: www.ucop.edu/raohome/
Tel: (510) 987-9839
Fax: (510) 587-6090

AGREEMENT NO. CR08-DREW-481

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
CALIFORNIA HIV/AIDS RESEARCH PROGRAM

and

CHARLES R. DREW UNIVERSITY OF MEDICINE & SCIENCE

THIS AGREEMENT is between The Regents of the University of California, (hereinafter called "The Regents") represented by the California HIV/AIDS Research Program (hereinafter called "CHRP"), and Charles R. Drew University of Medicine & Science (hereinafter called the "Recipient"), a non-profit institution.

WITNESS THAT

WHEREAS, the State of California Legislature has requested The Regents of the University of California establish and administer a program supporting research on Acquired Immune Deficiency Syndrome (AIDS); and

WHEREAS, the State of California has appropriated funds to The Regents for the administration of the California HIV/AIDS Research Program; and

WHEREAS, The Regents, in keeping with the outcome of a scientific peer review process and the advice of an appropriately constituted Scientific Advisory Committee, has recommended Recipient's proposal for the conduct of CHRP research; and

WHEREAS, the Vice President for Research and Graduate Studies, acting on the recommendation of the Scientific Advisory Committee has approved Recipient's proposal for conducting CHRP research,

NOW THEREFORE, the parties mutually agree as follows:

1. STATEMENT OF WORK

Recipient shall conduct CHRP research in accordance with its proposal entitled ¡Tu vales!: An HIV Testing Campaign for Latino Day Laborers, which is incorporated herein by reference.

2. PERIOD OF PERFORMANCE

This Agreement shall be in effect from 4/1/2009 through 3/31/2010.

3. TECHNICAL DIRECTION

The performance of the work shall be under the direction of the Principal Investigator, Frank Galvan. See the Special Research Programs Grant Administration Manual, which can be found at http://chrp.ucop.edu/grantees/gam_2007_2009.pdf, for specific minimum percent effort and other requirements and actions requiring prior approval.

4. BUDGET AND EXPENDITURES

- A. The total amount of funds made available and reimbursable to Recipient under this Agreement for the period starting 4/1/2009 through 3/31/2010 shall not exceed \$40,751. Expenditures shall be in accordance with the approved budgets, attached hereto as Exhibit A, and the rules and regulations detailed in the Special Research Programs Grant Administration Manual.
- B. It is anticipated that the following amounts will be made available to Recipient under the Agreement, not to exceed \$42,350 for the second year (4/1/2010 – 3/31/2011) and \$34,801 for the third year (4/1/2011 – 9/30/2011).
- C. In accordance with the Special Research Programs Grant Administration Manual, indirect costs are reimbursable for 25% of total direct costs, excluding equipment, or at the federally approved rate and base for Recipient institution (or other similarly established rate), whichever is less.
- D. It is not permissible to reallocate funds from direct costs to cover any increases to the indirect cost rates approved by CHRP at the outset of an award. Any savings generated by reductions in Recipient's institutional rates (in those cases where Recipient's rate is less than 25%), or by rebudgeting items from an overhead bearing category to a non-overhead bearing category, shall be returned to CHRP. Recipient shall annually provide to CHRP a copy of Recipient's current, federally approved indirect cost rate agreement (or appropriate documentation of an alternative rate if Recipient does not have a federal agreement).

5. FISCAL AND ADMINISTRATIVE STANDARDS

Allowable costs and administration shall be governed by standards as set forth in this Agreement, the Special Research Programs Grant Administration Manual found on the internet at http://chrp.ucop.edu/grantees/gam_2007_2009.pdf, and Office of Management and Budget Circulars Nos. A-21 or A-122 as applicable, and A-110, in that order of precedence. (Note: Although funds used to support this Agreement are *non-federal*, reference to the OMB Circulars is included here to take advantage of established institutional practices and procedures.)

6. PAYMENT AND INVOICING

Payment for 100% of the first year project period will be released after execution of this Agreement by both parties, and clearance of the contingencies listed below.

In subsequent project periods, unilateral amendments to this Agreement will be issued by The Regents once funds are appropriated by the California State Legislature from subsequent State budgets. Upon clearance of the contingencies listed below and issuance of the continuation amendment, 80% of the funding for the third project period will be released. The remaining 20% will be paid after receipt of the final reports required by Articles 8 and 9. Invoices are not required at any stage.

Payments are contingent upon:

- Appropriation and availability of funds provided by the California State Legislature
- Execution of this Agreement by both parties. (Once, at initiation of this award.)
- Issuance by The Regents of unilateral amendments to obligate subsequent year funding. (With each subsequent project period.)
- Clearance of all administrative issues, including pre-award requirements for new awards, and acceptability of progress and fiscal reports (Annually).

- Receipt of all required reports (Scientific Progress reports as described in Article 9 for continuing awards; Fiscal and Scientific Progress reports as described in s 8 and 9 for release of the final 20% of an expiring or terminating award.)

If sufficient funds are not appropriated for this program and Agreement, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

7. ANIMAL/HUMAN SUBJECTS

CHRP is not requiring submission of approvals from an institutional review board (IRB) or an institutional animal care and use committee (IACUC) governing the conduct of research involving human and animal subjects as had been indicated in the application instructions. Acceptance of this award will serve as agreement by the recipient to conduct any research funded by this award involving human and animal subjects according to the standards of the appropriate review board or committee, including obtaining and renewing all required approvals for use of research subjects. No funds for work requiring IRB or IACUC approvals may be expended until such approvals have been granted by the institution or by a certified IRB, in cases where the institution does not have an internal IRB. Furthermore, during the course of the award period, expenditure of any CHRP funds pertaining to this award must cease if any required IRB or IACUC approval lapses until such time as the approval is extended or reinstated. Approvals or applications for approvals must be furnished to CHRP upon request. CHRP reserves the right to withdraw funding of this award if approvals for use of human and or animal research subjects are not obtained in a timely manner, causing unreasonable delay in the progress of the research; or if approvals cannot be obtained for whatever reason.

8. FINANCIAL ACCOUNTING, RECORDS, REPORTS

- Recipient shall maintain accounts, records and other evidence pertaining to costs incurred.
- This Agreement shall be subject to the examination and audit of The Regents and the Auditor General of the State of California from the start date to three years after receipt of all required reports. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering the Agreement.
- Recipient shall submit annual fiscal reports to CHRP, detailing its expenditures for the project within 90 days of each project year-end and within 90 days of expiration or termination of this Agreement. The format for the fiscal reports is described in the Special Research Programs Grant Administration Manual. (See the Special Research Programs Grant Administration Manual for revised due dates if an extension is requested and approved.)

9. SCIENTIFIC PROGRESS REPORT

If a continuing year is anticipated, two paper copies of a scientific progress report regarding the research supported hereunder shall be submitted to CHRP or a single electronic pdf (portable document format) file containing the scientific progress report shall be sent by email to chrp@ucop.edu 30 days prior to the end of each program year. The format for the progress report is described in the Special Research Programs Grant Administration Manual. Required forms are available from the CHRP web site (<http://chrp.ucop.edu/grantees/>)

In the final year of this Agreement, the scientific report shall be submitted to CHRP either as two paper copies or as a single electronic pdf (portable document format) file sent by email to chrp@ucop.edu within 60 days after expiration or termination of this Agreement, whichever occurs first. (See the Special Research Programs Grant Administration Manual for revised due dates if an extension is requested and approved.) Required forms are available from the CHRP web site (<http://chrp.ucop.edu/grantees/>)

10. PUBLICATION/DISCLAIMER

Any publication resulting from the research supported by this Agreement must acknowledge such support. The wording to be used is "This research was supported by funds provided by The Regents of the University of California, California HIV/AIDS Research Program, Grant Number CR08-DREW-481. The opinions, findings, and conclusions herein are those of the author and not necessarily represent those of The Regents of the University of California." One reprint or electronic copy of a reprint, preferably as a pdf (portable document format) file of each publication shall be provided to the CHRP, chrp@ucop.edu, electronically.

11. TERMINATION

This Agreement may be terminated in whole or in part without cause by either party upon 30 days prior written notice to the other party. The Regents shall reimburse Recipient for noncancellable obligations, and allowable and proper budgeted costs incurred to date of termination. Balances owed to Recipient will be paid upon receipt and acceptance of all final reports. Recipient shall take all necessary measures to mitigate its costs and shall return to The Regents all unliquidated advance payments within 90 days of termination.

Notwithstanding the above, The Regents shall have the right to an immediate termination if Recipient becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy or seeks reorganization, has a receiver appointed or institutes any proceedings for liquidation or winding up.

12. AMENDMENTS

Requests for No Cost Time Extensions, Carry-Forwards, Rebudgeting, and changes in Key Personnel may be approved by the CHRP Program Official upon request by Recipient as described in the Special Research Programs Grant Administration Manual. All other amendments or modifications to this Agreement shall require execution on behalf of The Regents by the Director of Strategic Sourcing and shall be by mutual consent of the parties in writing.

13. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(i) Each Occurrence	\$1,000,000
(ii) Products/Completed Operations Aggregate	\$3,000,000
(iii) Personal and Advertising Injury	\$1,000,000
(iv) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.

C. Workers' Compensation as required under California State law.

- D. Professional Medical and Hospital Liability Insurance (contractual liability included) with limits of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) general aggregate.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Note: Professional Medical and Hospital Liability Insurance is required only when healthcare professionals and/or health care students are involved in patient care under this agreement.

- E. Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.
- F. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.
- G. The coverages required under this Article shall not in any way limit the liability of the Recipient.
- H. The coverage referred to under (A) and (B) of this Article shall name "The Regents of the University of California" as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required. Upon the execution of this Agreement, Recipient shall furnish The Regents with Certificates of Insurance evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an additional insured on the applicable policies.

14. INDEMNIFICATION

Recipient shall defend, indemnify, and hold The Regents, its officers, employees, and agents harmless from and against any all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, agents, or employees.

The Recipient covenants and warrants that the conduct of the research shall be in accord with all applicable federal and state regulations including those pertaining to the protection of human subjects, use of animal subjects, and handling of biohazard materials, and further covenants and warrants that approvals in these areas shall be secured from, and periodically reviewed by, a duly constituted institutional review committee for each relevant area.

15. PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

- A. Confidentiality: Neither party shall furnish any information considered enabling and confidential or proprietary by it or by any third parties to the other party in connection with this Agreement, absent a subsequent and separate written agreement between the parties to the contrary.
- B. Patent Rights: All rights to any patentable inventions or discoveries conceived or reduced to practice in the performance of the work conducted under this Agreement shall belong to the Recipient.

- C. Copyrights: All rights in copyright works created by the Recipient in the performance of work under this Agreement are the property of the Recipient. To the extent that the Recipient shall have the legal right to do so, the Recipient grants The Regents a royalty-free, non-exclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of the deliverables specified in the Scope of Work for educational and non-commercial research purposes and to have or permit others to do so on its behalf.
- D. Upon request, Recipient shall provide The Regents with access to any data utilized in the performance of work under this Agreement.
- E. Tangible Research Results: Other discoveries made or reduced to practice under this Agreement which may not be protectable by patent or copyright, such as biological materials, plasmids, and cell lines, shall be the property of the Recipient and licensed in the public interest.
- F. Commercial Application and Reporting: The Recipient shall use reasonable efforts to achieve expeditious practical application of the patents, copyrights, and tangible research results developed in the course of the performance of work under this Agreement. Annual and final technical reports shall include a description on the commercial utilization of the research results or on the efforts at obtaining such utilization, including providing non-confidential, non-enabling information regarding any invention or discovery and patent applications filed or patents issued thereon.

16. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans, recently separated veterans, Vietnam era veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12990 relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex, age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations.

17. TITLE TO PROPERTY

Equipment is defined as an article of tangible nonexpendable personal property that has a useful life of more than one year and an acquisition cost per unit that equals or exceeds \$5,000 or the capitalization threshold established by the organization, whichever is less. The Regents reserve the right to transfer title to equipment to The Regents or to a third party named by The Regents. The Regents shall notify the Recipient within 120 days from expiration of this Agreement of its intention to transfer title; otherwise title to equipment shall remain with the Recipient.

Expendable personal property will become property of the Recipient.

18. INDEPENDENT CONTRACTOR

Recipient and its employees, consultants, agents, or independent contractors will perform all services under this Agreement as independent contractors. Nothing in this Agreement will be deemed to create an employer-employee or principal-agent relationship between Regents and Recipient's employees, consultants, agents, or independent contractors. Recipient and its employees, consultants, agents and lower tier subawardees will not, by virtue of any services provided under this Agreement, be entitled to participate, as an employee or otherwise, in or under any employee benefit plan of Regents or any employment right or benefit available to or enjoyed by employees of Regents.

19. PROJECT PERSONNEL AND OTHER INFORMATIONTHE REGENTS

Program and Fiscal Matters:

Roy McCandless, DrPH, (510) 287-3359
 California HIV/AIDS Research Program
 Office of Health Affairs
 Office of the President
 University of California
 300 Lakeside Drive, 6th Floor
 Oakland, CA 94612-3550

Contractual Matters:

Lourdes G. DeMattos, (510) 987-9850
 Contract and Grant Officer
 Research Administration Office
 University of California
 1111 Franklin St., 5th Floor
 Oakland, CA 94607-5200

RECIPIENT

Program Matters:

Name Frank Galvan
 Title Principal Investigator
 Address 1731 E. 120th Street
Los Angeles, CA 90059
 Phone (323) 357-5452

Fiscal Matters:

Name _____
 Title _____
 Address _____
 Phone _____

Contractual Matters:

Name Maria Diaz-Romero
 Title Sr. Grants Development Specialist
 Address 1731 E. 120th Street
Los Angeles, CA 90059
 Phone (323) 563-5944

Address to which checks should be mailed if
 different from above Fiscal Matters address:

Name Department of Finance
 Title Charles Drew University
 Address 1731 E. 120th Street
Los Angeles, CA 90059
 Phone (323) 543-5820

PLEASE INSERT RECIPIENT'S FEDERAL IDENTIFICATION NO. 95-615174A1

20. NOTICES

Whenever any notice, including changes to Recipient's legal name or contact information, is to be given under this Agreement by Recipient, it shall be in writing and provided to The Regents' contact for Program and Fiscal Matters **and** to The Regents' contact for Contractual Matters listed in Article 19, above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By: 

Name: Alan Moloney

Title: Director, Strategic Sourcing

Date: 5-8-09

By: _____

Name: Haggai Hisgilov

Title: Executive Director, Strategic Sourcing

Date: _____

*Required if Award amount exceeds \$250,000

CR08-DREW-481
Frank Galvan

CHARLES R. DREW UNIVERSITY OF MEDICINE & SCIENCE:

By: Rosemary M. M. M.
Name: Rosemary M. M. M.
Title: Director, OCC
Date: 5/21/09

Exhibit A
University of California
California HIV/AIDS Research Program

Award Notice

Principal Investigator: Frank Galvan Award #: CR08-DREW-481
Institution: **Charles R. Drew University of Medicine & Science**
Project Title: ¡Tu vales!: An HIV Testing Campaign for Latino Day Laborers

This award notice for period: April 1, 2009 - March 31, 2010

Approved Budget:

Personnel (Salaries, Wages, Benefits)	\$22,243
Consultant/Contract	\$8,758
Supplies and Expenses	\$1,600
Equipment	\$0
Travel - Annual Meeting	\$0
Travel - Project-Related	\$0
Travel - Scientific Meetings	\$0
Indirect Costs	<u>\$ 8,150</u>
TOTAL:	\$40,751

Anticipated award for FY 2010-2011 \$42,350; FY 2011-2012 \$34,801;

Obligations:

1. Inform CHRP if you receive funds for related research from any other source
2. Conduct research involving human and animal subjects according to the standards of the appropriate review board or committee (i.e. Institutional Review Board or Institutional Animal Care and Use Committee). No funds for work requiring IRB or IACUC approvals may be expended until such approvals have been obtained. Approvals or applications for approvals must be furnished to CHRP upon request.
3. Submission of Annual Progress and Fiscal Reports on or before the due date.
4. Management of grant according to CHRP Policies and Procedures.

Refer to the U.C. Special Research Programs Grant Administration Manual online at http://chrp.ucop.edu/grantees/gam_2007_2009.pdf for specific policies governing the administration of this award. Reporting forms for Progress Reports and requests are available online at <http://chrp.ucop.edu/grantees/index.html>. Pre-filled reporting forms for Fiscal Reports are sent by email 30 days prior to the due date. Direct any questions to the California HIV/AIDS Research Program Office, 300 Lakeside Drive, 6th Floor, Oakland, CA 94612-3550, Phone (510) 987-9855.



George Lemp
Director, California HIV/AIDS Research Program

cc: Principal Investigator

5/1/2009

Attachment 3A
Research Subaward Agreement

Subaward Number:
09-10-FG-G0033600-LACDPH

Prime Recipient Contacts

Institution/Organization ("Prime Recipient")

Name: Charles Drew University of Medicine & Science

Address: 1731 E. 120th Street

City: Los Angeles

State: CA

ZipCode: 90059-3051

Administrative Contact

Name: Maria Diaz-Romero

Address: Charles Drew University of Medicine & Science

Cobb Building-Office of Sponsored Programs

1731 E. 120th Street

City: Los Angeles

State: CA

ZipCode: 90059-3051

Telephone: (323) 563-5944

Fax: (323) 357-3435

Email: mariadiazromero@cdrewu.edu

Principal Investigator

Name: Frank Galvan

Address: Charles Drew University of Medicine & Science

1731 E. 120th Street

City: Los Angeles

State: CA

ZipCode: 90059-3051

Telephone: (323) 357-3452

Fax: (323) 357-3477

Email: frankgalvan@cdrewu.edu

Financial Contact

Name: Noah Smith

Address: Charles Drew University of Medicine & Science

Cobb Building-Office of Sponsored Programs

1731 E. 120th Street

City: Los Angeles

State:

ZipCode: 90059-3051

Telephone: (323) 563-5908

Fax: (323) 563-1953

Email: noahsmith@cdrewu.edu

Authorized Official

Name: Perrilla Johnson-Woodard

Address: Charles Drew University of Medicine & Science

Cobb Building-Office of Sponsored programs

1731 E. 120th Street

City: Los Angeles

State: CA

ZipCode: 90059-3051

Telephone: (323) 563-5973

Fax: (323) 563-5967

Email: perrillajohnsonwoodard@cdrewu.edu

Attachment 3B
Research Subaward Agreement

Subaward Number:
09-10-FG-G0033600-LACDPH

Subrecipient Contacts

Institution/Organization ("Subrecipient")

Name: Los Angeles County Department of Public Health

Address: 313 N. Figueroa

Room 708

City: Los Angeles

State: CA

ZipCode: 90012

EIN No.: 1956000927A1

Reg. in CCR? ☒ Yes ☐ No

DUNS No.:

Congressional District:

Congressional District:

Congressional District:

624882309

20

35

42

Administrative Contact

Name: Gary Izumi

Address: Los Angeles County of Public Health

313 N. Figueroa Street

6th Floor

City: Los Angeles

State: CA

ZipCode: 90012

Telephone: (213) 240-8179

Fax: (213) 250-2958

Email: gizumi@ph.lacounty.gov

Principal Investigator

Name: Amy Wohl, PhD

Address: HIV Epidemiology Program-Los Angeles County Department of Public Health

600 S. Commonwealth Avenue

Suite 1920

City: Los Angeles

State: CA

ZipCode: 90005-4001

Telephone: (213) 351-8140

Fax: (213) 487-9386

Email: awohl@ph.lacounty.gov

Financial Contact

Name: Belinda Snguon

Address: Los Angeles County Department of Public Health

5555 Ferguson Drive

Room 100-TO

City: Commerce

State: CA

ZipCode: 90022

Telephone: (323) 890-7836

Fax: (323) 890-8545

Email: bsnuguon@ph.lacounty.gov

Authorized Official

Name: Jonathan Freedman, Chief Deputy Director

Address: Los Angeles County Department of Public Health

313 N. Figueroa

Room 708

City: Los Angeles

State: CA

ZipCode: 90012

Telephone: (213) 240-8156

Fax: (213) 481-2739

Email: jfreedman@ph.lacounty.gov

ATTACHMENT 4 – Reporting Requirements

Fiscal: Subrecipient shall submit invoices(s) on a quarterly basis and a final statement of expenditures no later than sixty (60) days after expiration or termination of this agreement.

Technical: Annual and final reports required by this subcontract shall be due within 90 days prior to the project end date.

Amy Wohl, Ph.D.

Los Angeles County Department of Public Health

Statement of Work

The subcontract includes the following work:

1. Dr. Wohl will be a collaborating investigator in the full scope of the project being conducted.
2. Dr. Wohl will assure that the project is in compliance with the study protocol as approved by the Los Angeles County Department of Public Health Institutional Review Board and that all continuing review reports are submitted to the Board on a timely basis.
3. Dr. Wohl will contribute to the interpretation of the results from the qualitative component of the project, i.e., the focus groups.
4. Dr. Wohl will contribute to all of the components of the quantitative portion of the project, including but not limited to integrating the appropriate information from the qualitative portion of the project, revising the survey instrument, assuring the scientific integrity of the recruitment strategy to be used for selecting participants, assisting in the interviewer training, and assisting in the data analysis and interpretation of the final study results.
5. Dr. Wohl will participate in all project team meetings and be regular communication by telephone, electronic mail, and in-person contact with Dr. Galvan and Mr. Martinez to assure proper oversight of the project.
6. Dr. Wohl will participate in the writing of papers and in the presentation of the research findings at scientific and community conferences.

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
¡Tú vales!: An Human Immunodeficiency Virus Testing Campaign for Latino Day Laborers
(09-10-FG-G0033600-LACDPH)
Year 1 - 1/1/10 - 3/31/10

Option A

I.	COUNTY PERSONNEL	Annual Salary	Monthly Salary	# of Pos.	% of Time	Mo.	Total Request
	Chief Epidemiologist/Principal Investigator Amy Wohl, PhD	96,828	8,069	1	23.00%	3	\$5,568
	Total Salaries						\$5,568
	Employee Benefits @ 47.03%						\$2,619
	Total Personnel						\$8,187
II.	Operating Expenses:						\$0
III.	Total Direct Costs						\$8,187
IV.	Indirect Cost @ 29.9% of total salaries						\$1,665
V.	Total Budget						\$9,852